

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

RAMONA YESSENIA TEJEDA  
MARTINES, *on behalf of themselves and all other  
persons similarly situated,*

Plaintiff,

-against-

MANGO GROCERY & MEAT MARKET  
CORP., DAVID ORTIZ, and SANDY  
ORTIZ,

Defendants.

Case No. 1:21-cv-10553-ER

**OFFER OF JUDGMENT**  
**PURSUANT TO RULE 68 OF THE**  
**FEDERAL RULES OF CIVIL**  
**PROCEDURE**

TO: Attn: Clifford Tucker, Esq.  
Sacco & Fillas, LLP  
31-19 Newtown Avenue, Seventh Floor  
Astoria, New York 11102  
Tel: 718-269-2243  
Email: CTucker@SaccoFillas.com  
*Attorneys for Plaintiff*

PLEASE TAKE NOTICE that Defendants MANGO GROCERY & MEAT MARKET CORP., DAVID ORTIZ, and SANDY ORTIZ hereby offers to allow entry of judgment to be taken against them, in the above-captioned action pursuant to Rule 68 of the Federal Rules of Civil Procedure as follows: a Judgment in favor of Plaintiff RAMONA YESSENIA TEJEDA MARTINES and against MANGO GROCERY & MEAT MARKET CORP., DAVID ORTIZ, and SANDY ORTIZ, in the amount of \$46,500.00 (forty-six thousand, five hundred dollars and zero cents exactly), jointly and severally, which sum shall include all costs accrued to the date of this offer, with the result that the total judgment amount that Defendants MANGO GROCERY & MEAT MARKET CORP., DAVID ORTIZ, and SANDY ORTIZ shall be obligated to pay shall be \$46,500.00, inclusive of costs and attorney's fees.

The Judgment entered pursuant to this offer shall fully and completely terminate all claims that the Plaintiff has against MANGO GROCERY & MEAT MARKET CORP., DAVID ORTIZ, and SANDY ORTIZ and shall have claim preclusive effects as among Plaintiff and MANGO GROCERY & MEAT MARKET CORP., DAVID ORTIZ, and SANDY ORTIZ. For the avoidance of any doubt, any Judgment entered pursuant to this offer shall satisfy, settle, resolve, and eliminate any causes of action or claims by Plaintiff against MANGO GROCERY & MEAT MARKET CORP., DAVID ORTIZ, and SANDY ORTIZ, and/or any of his attorneys, agents, and assigns arising out of the transactions, occurrences, and operative facts relating to the action, including without limitation all claims for relief and causes of action that were sought or could have been sought at any point in the above captioned action, whether or not such causes of action or claims are asserted, known, or suspected by Plaintiff.

If Plaintiff does not accept this offer, Plaintiff may become obligated to pay MANGO GROCERY & MEAT MARKET CORP., DAVID ORTIZ, and SANDY ORTIZ his costs incurred after the making of this offer if Plaintiff does not recover a judgment against MANGO GROCERY & MEAT MARKET CORP., DAVID ORTIZ, and SANDY ORTIZ that is more favorable than this offer of judgment pursuant to Rule 68(d) of the Federal Rules of Civil Procedure.

This offer shall not be filed with the Court unless it is: (a) accepted or (b) filed in a proceeding to determine costs and and/or attorneys' fees.

To accept this offer, Plaintiff must serve written notice of acceptance thereof within fourteen (14) days of the date this offer is made. If Plaintiff does not accept this offer in writing within fourteen (14) days of service of this offer, it will be deemed withdrawn.

This offer is not to be construed in any way as an admission of liability by MANGO GROCERY & MEAT MARKET CORP., DAVID ORTIZ, and SANDY ORTIZ, but rather is made solely for the purpose of compromising a disputed claim.

Dated: 5/27/2022

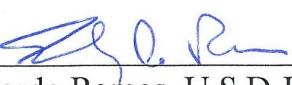
Law Office of VICTOR J. MOLINA

By:

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Benjamin Sharav, Esq.  
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It is SO ORDERED.

The Clerk of Court is respectfully directed to close the case.

  
Edgardo Ramos, U.S.D.J  
Dated: May 31, 2022  
New York, New York